

## THE VALLEY CONDOMINIUMS

### RULES AND REGULATIONS

1. **PURPOSE OF REGULATIONS:** The purpose and intent of these Rules and Regulations is to provide sensible and reasonable control over the use and operation of all facilities of the condominium community, which in the opinion of the Board is necessary to protect its residents and to assure all residents insofar as possible, a pleasant community atmosphere for enjoyable living. Any capitalized, yet undefined, term used herein shall have the meaning set forth in the Condominium Declaration.
2. **DWELLING REQUIREMENTS:** In addition to the requirements set forth in the Declaration, all Dwellings must comply with all applicable laws, ordinances and regulations of the county, state or federal government.
3. **LANDSCAPING:** The Owners shall be responsible for the maintenance, repair and replacement of all yard landscaping for their respective Units. If any portion of the Unit is not maintained properly, the Board may notify the Owner of such failure, and instruct the Owner to remedy such failure. If the Owner does not remedy such failure within 15 days after such notice, then the Association shall have the right to contract for the completion of the required work and levy a special assessment against the Owner for the cost plus a fifteen percent (15%) administration fee.
4. **STRUCTURAL DWELLING/GARAGE IMPROVEMENTS:** No improvements, additions, or alterations, including (without limitation) additional windows, landscaping changes, additional awnings, any equipment that might protrude from the exterior of a Dwelling or structure (e.g. window-mount air conditioner), etc., may be made to any improvements within the Unit or to the exterior of the Dwelling or garage without the prior written approval of the Board.
5. **TEMPORARY STRUCTURES:** No temporary structure of any form or type shall be permitted on any Unit, and no outbuilding, or other structure other than the completed Dwelling and garage shall be used for temporary or permanent living quarters.
6. **PARTIALLY CONSTRUCTED STRUCTURES:** Other than new structural components approved by the Board, no existing, used, or partially constructed structure of any type shall be moved from another place onto a Unit for any purpose whatsoever without the prior written authorization of the Board. Notwithstanding the foregoing, the Declarant may have temporary structures and/or trailers for sales and/or construction offices, management offices or quarters, or storage during periods of construction and sales only.
7. **MAINTENANCE AND USE:** Each resident shall maintain their Dwelling and garage and all other improvements to the Unit in good repair. No major repair of automobiles, engines, motors, trailers, boats or similar equipment will be made in The Valley. No automotive equipment, boats or similar equipment shall be washed anywhere in The Valley, excepting the Unit driveway or other areas designated by the Board. Driveways are for the purpose of

parking automobiles exclusively and shall not be used for miscellaneous storage. No vehicles or equipment shall be parked on the private road (Skipworth Lane) except temporarily while in actual use, for loading or unloading, or while guests are visiting. In no event will keeping a vehicle or item of equipment on the private road (Skipworth Lane) for more than 24 continuous hours, or 72 total hours in any week be considered temporary or in any other way authorized. No accumulations of any kind will be allowed around any Dwelling or garage, and the grounds and areas of each Unit must be kept clean, neat and attractive. Patios and decks shall be kept clean and attractive. The Board reserves the right without liability to themselves and at their sole discretion to enter a Unit within which a Dwelling is located to clean up rubbish or take any action required to keep or bring the premises up to The Valley standards. Charges for such labor, plus a 15% fee for administration, will be borne by the Unit Owner. The Board and/or its representatives shall have access to and authority to enter a Unit in case of emergency for the purpose of performing such acts as the Board, in its sole discretion, may deem necessary for the safety of any property within The Valley. Except for a nominal amount of fuel and oil kept for the sole purpose of automobile and lawnmower operation and maintenance, no fuel, oil or material of an explosive or combustible nature shall be stored on any Unit within The Valley.

8. ACCESS TO AND USE OF THE COMMON ELEMENTS OF THE VALLEY:

- a. The Board shall at all times have the right to control and prevent access to the Common Elements of The Valley of all persons it deems undesirable.
- b. The Common Elements of The Valley shall be used by the residents with care for the purpose they are intended.
- c. The cost of any damage, replacement or repair (ordinary wear and tear excepted) occasioned by the careless or negligent use of the Common Elements of The Valley by any person shall be paid for by the person responsible for such damage, replacement or repair. Residents shall also be responsible for any damages caused by their guests.
- d. No person shall remove, transfer or borrow from the Common Elements of The Valley premises any article or object which does not belong to them.
- e. All Common Element facilities are for the exclusive use of the residents and their guests, and shall be used at their own risk. The Board reserves the right to prohibit guests' use of facilities if they interfere with residents' use.

9. NOISE: Radio, television, stereo or similar equipment shall be kept at levels which will not at any time annoy or disturb other residents. No loud or boisterous parties or noises will be permitted.

10. RECREATIONAL VEHICLES: No boat, race car, travel trailer, tent trailer, house trailer, motor home, cab/over truck/campers or camper shell (not cab/over) which is separate from a vehicle, or attached to a vehicle shall be stored or parked for any purpose other than loading

and unloading purposes on any driveway, private road, front part or visible side of any Unit without the prior written approval of the Board.

11. **TRAFFIC:** Vehicles shall not at any time exceed any posted speed limit within The Valley and shall at all times yield right of way to pedestrians and bicycles. Except as provided in Rule 7, parking of vehicles and equipment is limited to the garage and driveway areas of a Unit. Parking on the private road and sidewalks of the Condominium, except in designated parking spaces, is prohibited.
12. **LAUNDRY:** No laundry of any kind may be hung outside of a Dwelling, which would be visible from any front or side street or that may be visible from any Common Element.
13. **REFUSE:** Unless provided by the local waste management provider, Owners must provide containers for refuse which must be kept clean, odor-free, and out of sight. All costs for such refuse removal shall be the sole expense of the Owner. Each Unit shall be maintained in a neat, attractive, orderly and well-groomed manner. All woodpiles, garbage cans, garbage canisters shall be kept and housed in a privacy area or garage and/or screened (out of sight) from all streets and Common Elements.
14. **RESIDENTS:** The premises covered by these Rules and Regulations are to be used solely as private Dwelling for the individual who holds the title to the Condominium Unit, or if applicable for the individuals leasing or renting the Unit and their guests herein referred to as "residents." Residents may not use the Unit or permit its use for any other purpose.
15. **CONDOMINIUM SALES (AND) EXCHANGES:** A Dwelling may not be removed from its Unit and replaced by another Dwelling without the Board's advance written approval. Unit sales and exchanges will be carried out in accordance with the state law, the Condominium Declaration, the requirements and restrictions of any and all deeds, covenants or other encumbrances to the title of the property, and the requirements of any additional agreements or contracts, including these Rules & Regulations which the Owner may execute prior to entering the development.
16. **SIGNS:** "For Sale" signs are limited to one per Unit and shall be located within the subject Unit. "Open House" signs are limited to one per Unit and shall not be located on the street or sidewalk, left out overnight, or displayed when the Owner is not at home. Notwithstanding the foregoing, the Declarant shall be permitted to place signs within the Units or on the Common Elements within The Valley as the Declarant deems necessary.
17. **USE OF THE VALLEY'S NAME IN ADVERTISING:** Other than in the sale of a Dwelling, the name of The Valley shall not be used for advertisement or sale of general merchandise, automobiles, etc.
18. **UTILITIES MAINTENANCE CHARGES:** All charges for installation, changes or repairs to the utilities and drainage system for a Unit shall be paid by the Owner of the Unit. If a joint problem exists, all the affected Units shall divide the total costs equally unless the problem was caused by one Owner, in which event that Owner shall be responsible. The

Board, Declarant, sales company, and Managing Agent shall be held harmless for all associated costs.

19. NEIGHBORHOOD DISPUTES: Disputes among neighbors are not the concern of the Board, unless the The Valley community is involved. Personality conflicts are not under the purview of the Board. Please respect your neighbor.
20. SOLICITING: No salesman or solicitor may operate within The Valley other than by appointment with an individual resident or by permission of the Board.
21. RESPONSIBILITY FOR LOSS: The Association shall not be responsible for loss or damage to property or vehicle of the resident or guests by fire, theft, or acts of God, or personal injury anywhere within The Valley.
22. ENFORCEMENT: These Rules and Regulations may be enforced by proceedings at law or by the Board for the purpose of securing equitable relief, monetary damages, or both.
23. LAW VIOLATION: No violation of any applicable law or ordinance of the city, county, state or federal government will be tolerated. No acts or demeanor shall be permitted, which would place the Association and/or its residents in violation of any law or ordinance.
24. REVISION OF RULES AND REGULATIONS: The Board reserves the right to amend, revise and add to the Rules and Regulations from time to time as, in its discretion, is in the best interests of The Valley and its residents.
25. OTHER RULES: All other posted rules, notices and speed limits are made a part of these Rules and Regulations and are incorporated herein by reference.

EXHIBIT F

THE VALLEY CONDOMINIUMS

Association Budget

Annual Income	\$7,200.00
Annual Expenses	
Annual Liability Insurance, etc	<u>    2000 .</u>
Water	<u>    2850 .</u>
Skipworth Lane Private Road Snow Removal and General Maintenance	<u>      500 .</u>
Landscape maintenance & Drainage Improvement Maintenance	<u>      750 .</u>
Association Management	<u>      500 .</u>
General reserve, Future Road, Private Sewer, and Drainage Improvement Repair and Maintenance	<u>      600 .</u>
	\$7,200.00